

STATE OF INDIANA

IN THE Porter CIRCUIT/SUPERIOR COURT

COUNTY OF PORTER

SEATED IN _____

VALPARAISO PARTNERS LLP
Plaintiff,

v.

CAUSE NO:

Shelter General Insurance Company
Defendant.

COMPLAINT

COME NOW VALPARAISO PARTNERS LLP ("PARTNERS"), by counsel, Ashford Law Group, P.C., for his claims against ("Shelter") states as follows:

THE PARTIES

- 1) At all times relevant herein, Partners has been residing in County, Indiana.
- 2) At all times relevant hereto, Partners owned certain real estate and improvements located at 2005 Valparaiso St. Valparaiso IN, (the "Property").
- 3) At all times relevant hereto, Shelter is and has been an Indiana insurance company, headquartered in Marion County, Indiana.
- 4) At all times relevant hereto, Shelter has been licensed by the Indiana Department of Insurance to issue homeowners' insurance policies to Indiana residents, and has been doing business in accordance therewith.

THE POLICY

- 5) At all times relevant hereto, Shelter issued Homeowners Policy, Policy Number 13-76-C-8440471-3 to the Partners (the "Policy"), which specifically covered the Residence. [A

copy of the Policy, effective March 30, 2019 is attached hereto and incorporated herein as Exhibit "A".]

6) The relevant term of coverage with respect to this lawsuit is 09-03-2019 through 09-03-2020.

7) The Policy provides coverage for loss to the Dwelling (Residence), Other Structures Personal Property and loss of use.

8) The Partners paid all Policy premiums that became due during the Term, for all coverages and Endorsements.

9) The Policy remained in force throughout the duration of the Term, and thereafter was renewed.

THE CLAIMS

10) On or about 04/07/2020, a damaged the Partners ' building, other structures and personal property.

11) Shortly thereafter, the Partners reported their claim to Shelter .

12) Shelter received timely notice of the damage claim, and further assigned it Claim Number CF2855569 .

13) Shelter inspected the property and determined that it was a covered loss.

14) Partners fully complied with all terms and conditions precedent under the Policy pertaining to the provision of coverage and/or the issuance of payment for all losses associated with the Claim.

15) Partners has not excused Shelter's non-performance of its obligations under the Policy.

16) Partners has satisfied any and all preconditions to coverage, or to filing suit, or the

same have been waived by Shelter.

17) At all times relevant hereto, Shelter has acted by and through its employees and agents in its handling of the Claim.

COUNT I – BREACH OF CONTRACT

1-17. Plaintiff, repeats and re-alleges rhetorical paragraphs 1-20, as if fully reincorporated herein.

18) The Policy is a valid contract (“Contract”) between the Partners and Shelter.

19) In addition to the provisions in the Policy, amendments and endorsements, the Contract further includes additional provisions required by law, as well as an obligation by Shelter to exercise a covenant of good faith and fair dealing toward Partners.

20) Shelter has breached its Contract with the Partners in one or more of the following ways:

- a) Misrepresenting the terms and conditions of coverage;
- b) Failing and refusing to pay for the replacement cost and/or actual cash value and depreciation for the Partners ’s damaged property;
- c) By failing and refusing to pay Partners in accordance with certain agreements entered and/or unilaterally terminating and/or breaching agreements entered with the Partners regarding their claim;
- d) Misrepresenting Shelter’s policies regarding payment of coverages;
- e) Failing and refusing to pay the cost to replace Partners ’s damaged property, without legal excuse or justification;
- f) Failing and refusing to pay the Partners pursuant to the replacement cost coverage for which the Partners has paid additional premiums and costs;

- g) Unnecessarily delaying the handling of the Claim, without legal excuse or justification;
- h) Intentionally misleading and/or deceiving Partners ;
- i) Failing and/or refusing to properly inspect and/or investigate the loss; and
- j) Failing to exercise good faith and fair dealing in its handling of the Partner's Claim.

21) As a direct and proximate result of Shelter's breach of contract with Partners, Partners has suffered consequential damages, including but not limited to:

- a) The loss and damage to his property without indemnification provided for in the Policy;
- b) The loss of use of his property and other insurance benefits;
- c) The increased cost to repair and/or replace his property insured;
- d) Depreciated amount of real and personal property; and
- e) Other consequential damages.

WHEREFORE, Plaintiff, VALPARAISO PARTNERS LLP by counsel, respectfully requests judgment in her favor and against defendant Shelter General Insurance Company, and further requests the following relief:

- A. For the payment of all proceeds available and due under the Policy;
- B. For all reasonable compensatory and consequential damages;
- C. For recoverable pre-judgment and post-judgment interest; and recoverable attorney fees and costs; and
- D. For all other just and proper relief in the premises.

Respectfully submitted,

ASHFORD LAW GROUP, P.C.

BY: C. ANTHONY ASHFORD, 19253-02

/s/ C. Anthony Ashford

Attorney for Plaintiff
332 W. 806 N.
Valparaiso, IN 46385
P: (219) 728-5210
F: (219) 728-5210
tony@nwilawfirm.com

JURY DEMAND

PLAINTIFF, BY COUNSEL, HEREBY DEMAND TRIAL BY JURY.

Respectfully submitted,

ASHFORD LAW GROUP, P.C.

BY: C. ANTHONY ASHFORD, 19253-02

/s/ C. Anthony Ashford

Attorney for Plaintiff
332 W. 806 N.
Valparaiso, IN 46385
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CERTIFICATE OF FILING

I certify that on the 6th day of April 6, 2022, I electronically filed the foregoing document using the Indiana E-Filing System (IEFS).

BY: /s/ C. Anthony Ashford



Commercial Fire Insurance Policy Declarations

Named Insured:

VALPARAISO PARTNERS LLP
259 INDIANA AVE STE D
VALPARAISO IN 46383-5581

Policy Number: 13-76-C-8440471-1
Effective Date: 09-03-2019 (12:01 AM CST)
Expiration Date: 09-03-2020 (12:01 AM CST)

Agent: ERIN J VALDIVIA LUTCF
13-OC289-56
259 INDIANA AVE
STE C
VALPARAISO IN 46383
219-464-3493

These Declarations are part of your policy and replace all prior Declarations.

Policy Deductible

\$2,500

| Location 1 | | | | Protection |
|---|----------------|--|-------------|-----------------------|
| 2005 VALPARAISO ST IN VALPARAISO IN 46383 (COUNTY 0127) | | | | 02 |
| Item | Occupancy Code | Item Description | Limits | Covered Cause of Loss |
| 001 | 0702 | JOISTED MASONRY BUILDING BUILDING (COINSURANCE 80%) - OFFICES - NON-GOVERNMENTAL | \$1,410,300 | BROAD |
| 002 | 0702 | BUSINESS INCOME (AT BUILDING BUILDING) (COINSURANCE 80%) ONLY RENTAL VALUE | \$125,000 | BROAD |
| 003 | 1185 | PROPERTY IN THE OPEN - BILLBOARDS AND SIGNS OTHER THAN ENTIRELY METAL, INCLUDING FRAME AND SUPPORTS (COINSURANCE 80%) - SIGN | \$10,000 | BASIC |

| Premium Adjusting Endorsements | Limits | Deductible | Number | Premium |
|---|--------|------------|----------------|---------|
| Business Income (Without Extra Expense) Coverage Form | | | CP 00 32 10 12 | |
| Cause of Loss - Broad Form | | | CP 10 20 10 12 | |
| Outside Signs | | | CP 14 40 06 07 | |
| Applies only to item(s) showing sign | | | | |
| Building and Personal Property Coverage Form | | | CP 00 10 10 12 | |
| Cause of Loss - Basic Form | | | CP 10 10 10 12 | |

Total for Term (This is Not a Bill): \$4,026.00

| Policy forms and additional endorsements attached to this policy | Number |
|--|---------|
| Inflation Protection Endorsement | B-697-B |

| Policy forms and additional endorsements attached to this policy | Number |
|--|----------------|
| Indiana Changes - Pollution | IL 01 92 02 08 |
| Amendatory Endorsement | B-174-B |
| Amendment to Policy - Fungus/Mold Exclusion | B-703.1-B |
| Amendatory Endorsement - Debris Removal | B-724.2-B |
| Commercial Property Conditions | CP 00 90 07 88 |
| Exclusion of Loss Due to Virus or Bacteria | CP 01 40 07 06 |
| Indiana Changes - Right to Recovery | CP 01 52 07 96 |
| Exclusion of Loss Due to By-Products or Processing Operations (Rental Properties) Applies to any and all buildings described in the Declarations that may be rental units | CP 10 34 10 12 |
| Common Policy Conditions | IL 00 17 11 98 |
| Indiana Changes | IL 01 58 09 08 |
| Indiana Changes - Cancellation and Nonrenewal | IL 02 72 09 07 |
| General Policy Notification | S-17-S |
| Indiana Changes - Concealment, Misrepresentation or Fraud | IL 01 56 11 17 |

Mortgagee

TECH CREDIT UNION
 10951 BROADWAY
 CROWN POINT IN 46307-7312

(For Office Use Only)

Transaction: RNEW B

H. O. CODE: 4,026.00

Policy ID: 68004545686

Date Issued: 07-30-2019

Policy Term: One Year

'07302018'

B-5.1-B

End of Declarations